

1 that Verizon doesn't understand why WorldCom cannot
2 agree to have the arrangements in a separate
3 attachment or separate agreement.

4 MR. D'AMICO: Yes, that's what it says.
5 It doesn't really get into the specifics of those
6 agreements.

7 MR. MONROE: Is there a minimum number of
8 CLECs you think would have to agree to do that
9 before it would be incumbent upon WorldCom to do
10 that?

11 MR. D'AMICO: No.

12 MR. MONROE: If we were to put these
13 arrangements in a separate agreement, would you
14 agree that that would be an Interconnection
15 Agreement under the Act, and would have to be filed
16 with the state commission?

17 MR. D'AMICO: I'm not sure it would be an
18 attachment or a stand-alone document. I'm not sure
19 of the administration of that or the process of
20 that.

21 MR. MONROE: Isn't it Verizon's proposal
22 that it be a separate document?

1 MR. D'AMICO: Again, when you say
2 separate, separate being not in this
3 Interconnection Agreement, but I'm not sure of what
4 happens to it once it's executed as far as filing
5 or what to do with it.

6 MR. MONROE: If it's not part of this
7 Interconnection Agreement, then it would be a
8 stand-alone document; is that correct?

9 MR. D'AMICO: Yes.

10 MR. MONROE: And if we were to agree to
11 put that in a separate agreement that weren't part
12 of this Interconnection Agreement negotiation and
13 arbitration, how would we resolve any disputes that
14 might arise over what language ought to go into the
15 agreement?

16 MR. D'AMICO: I'm not sure. I'm not sure
17 if we have any disputes.

18 MR. MONROE: Well, we requested
19 interconnection, and as a result of that, the
20 parties undertook negotiations, and then ultimately
21 are arbitrating this decision now.

22 My question is: If we agree to include

1 these terms for OS/DA in a separate agreement, not
2 a part of this Interconnection Agreement and we
3 ultimately were not able to agree on all the terms,
4 how would that dispute be resolved?

5 MR. D'AMICO: I'm not sure that we've run
6 across that situation where the parties haven't
7 been able to come to an agreement on the separate
8 OS/DA language.

9 MR. MONROE: Well, would you agree that
10 it's possible that we would not be able to? We
11 have already identified a few sections that we
12 can't agree to right now; correct?

13 MR. D'AMICO: Yes.

14 MR. MONROE: So, would you agree that it's
15 possible that the parties would not agree to all
16 the language if they were to conduct additional
17 negotiations?

18 MR. D'AMICO: It's possible.

19 MR. MONROE: And if that happened, how
20 would the dispute over the language get resolved?

21 MR. D'AMICO: I'm not sure how we would
22 address that.

1 MR. MONROE: Well, would you agree that
2 this arbitration is WorldCom's only opportunity to
3 get language into the agreement that it wants into
4 the agreement that Verizon doesn't agree to?

5 MR. D'AMICO: Into the Interconnection
6 Agreement?

7 MR. MONROE: Yes.

8 MR. D'AMICO: Yes.

9 MR. MONROE: I have no more questions on
10 IV-8.

11 MR. KEHOE: I will continue with IV-8, and
12 I really have questions regarding only one area,
13 which I think is an area of substantive dispute.

14 I would like to direct you to Verizon
15 Exhibit 9 on page 22. And it's really lines 13
16 through 17.

17 MR. D'AMICO: This is having a separate
18 OS/DA trunk group?

19 MR. KEHOE: Yes.

20 At the hearing about two weeks now ago I
21 asked the WorldCom witness whether they needed the
22 call detail when Verizon provides

1 operator-to-operator calls in circumstances where
2 WorldCom does not purchase OS/DA from Verizon. And
3 the WorldCom witness did not know whether they
4 needed the call detail, and we made a record
5 request for that.

6 Assuming that WorldCom's answer is that it
7 does not need the call detail, why precisely could
8 Verizon not route these operator-to-operator calls
9 over the local interconnection group?

10 MR. D'AMICO: Besides the billing issue, I
11 believe there could be two different switches
12 involved; whereas Verizon, for local
13 interconnection, could have a separate tandem,
14 which would be used to terminate local
15 interconnection traffic, or if you go to an access
16 tandem. However, in this situation, in addition to
17 the billing concerns, that may not be the same
18 switch for the OS/DA.

19 MR. KEHOE: But if WorldCom doesn't need
20 the call detail that would come from the one switch
21 for its purposes, does Verizon need call detail for
22 its own purposes?

1 MR. D'AMICO: I'm not sure if we need any
2 kind of call detail to be able to bill or
3 compensate us as opposed to providing records to
4 WorldCom, but in addition to that problem, we may
5 have the fact that want OS switch is here and the
6 tandem for local interconnection is here, so they
7 just physically don't go to the same place.

8 MR. KEHOE: But if WorldCom is not
9 purchasing OS/DA from you in the first place, do
10 you need to connect up to the OS/DA switch?

11 MR. MONROE: Mr. Kehoe, if I could clarify
12 this, I think that that testimony is referring to
13 when WorldCom is purchasing OS/DA services, and now
14 that we have I think stipulated that Section 1.6.1
15 is agreed to, in that language we have agreed to
16 provide trunking to Verizon's OS/DA platform when
17 we are purchasing OS/DA services.

18 MR. KEHOE: I may have picked up on the
19 wrong testimony that--I'm trying to find out why
20 the--let me start over.

21 I perceive the call detail as being a
22 reason for not routing operator-to-operator calls

1 over the local interconnection group when WorldCom
2 is not purchasing OS/DA services from Verizon. Is
3 that a correct understanding of the issues?

4 MR. MONROE: Well, again by way of
5 clarification, if WorldCom were not buying OS/DA
6 services from Verizon, there would be no need to
7 connect with Verizon's OS/DA platform by any
8 mechanism.

9 MR. KEHOE: Is that your understanding
10 also?

11 MR. D'AMICO: Yes.

12 MR. KEHOE: Thank you.

13 I would like to turn now to issue V-16,
14 which is reciprocal transit services. And I have a
15 question for Verizon.

16 Are there any facility-based carriers in
17 Virginia that, to your knowledge, Verizon doesn't
18 interconnect with directly?

19 MR. D'AMICO: Not if they are sending us
20 traffic. So I guess the answer would be probably
21 not.

22 MR. KEHOE: Thank you. No further

1 questions.

2 MR. DYGERT: Any redirect on issues V-16
3 and IV-8?

4 MR. EDWARDS: No, sir.

5 MR. MONROE: No.

6 MR. DYGERT: Great. Thank you. Then I
7 think we will move now to issue IV-3, trunk and
8 facility augmentation, and we could--finish that
9 one up and then start running through the others.
10 But first we need to take a short break.

11 (Brief recess.)

12 MR. DYGERT: We are back on the record.

13 MR. KEFFER: Mr. Dygert, I have three
14 quick items. During the break I distributed to the
15 parties AT&T's response to a record request which
16 Ms. Carpino made last Wednesday regarding AT&T's
17 willingness to provide DIXC data. I propose to
18 mark that as AT&T Exhibit 39, just for purposes of
19 keeping the record clean, and I would move that
20 Exhibits 38 and this additional Exhibit 39 be
21 admitted into the record.

22 (AT&T Exhibit No. 39 was

1 marked for identification.)

2 MR. DYGERT: Any objection from Verizon?

3 MR. EDWARDS: I don't think I have any
4 objection. I do have a question, though. I
5 understood the record request to be about whether
6 AT&T would provide DIXC data to Verizon. Am I
7 right about that?

8 MR. KEFFER: Yes, and the answer to the
9 question is yes.

10 MR. EDWARDS: I'm not sure that as the
11 question is phrased here--

12 MR. KEFFER: It's supposed to be answering
13 the question that was raised in the transcript, and
14 I'm the first to admit that this is not typed out
15 perfectly clearly, but the answer to the question
16 that Mr. Edwards raised is the question we were
17 answering, and it's yes. We are willing to provide
18 it on the same terms that data is provided to us.

19 MR. EDWARDS: With that understanding, I
20 don't have any objection.

21 MR. DYGERT: AT&T Exhibits 38 and 39 are
22 admitted.

1 (AT&T Exhibit Nos. 38 and 39
2 were admitted into
3 evidence.)

4 MR. KEFFER: I would also just note for
5 the record that this morning AT&T and Verizon
6 closed out on VII-14. That is no longer an open
7 issue.

8 MR. DYGERT: VII-14? I had prematurely
9 closed that out for you, I'm afraid.

10 MR. KEFFER: All right. Well, you're a
11 man of vision.

12 MR. DYGERT: Anything else?

13 MR. KEFFER: No, and thank you for
14 allowing me to interrupt.

15 MR. DYGERT: Thank you. Then at this
16 point I think we are ready to begin with the
17 parties' cross on issue IV-3, and I'm not sure
18 whose turn it is.

19 CROSS-EXAMINATION

20 MR. MONROE: I guess we will keep going on
21 this subpanel.

22 Let me ask to you take a look at Verizon 9

1 as your August 17th direct. Looking at page nine.
2 At the top of that page you say Verizon has
3 proposed requirements in Sections 2.4 and 13 with
4 respect to trunk provisioning and forecasting which
5 ensures that customers of both carriers are able to
6 complete and receive their calls; is that correct?

7 MR. ALBERT: Which page are you on?

8 MR. MONROE: I'm on page nine. This is
9 your August 17 direct.

10 MR. ALBERT: I got it here.

11 MR. MONROE: Did I characterize that
12 language correctly?

13 MR. EDWARDS: He was referring to line 17
14 through 19.

15 MR. MONROE: No, I was looking at lines
16 one through three.

17 MR. ALBERT: Yeah.

18 MR. MONROE: Okay. My question is, where
19 in that language that you reference, if anywhere,
20 is there any discussion on facility augmentation?

21 MR. ALBERT: Anybody have this reference?
22 I guess I would say in several places, in

1 2.4.1, I'm looking at the joint decision points,
2 the binder keep thing. There is some wording down
3 near the bottom of page 109 that talks about using
4 a design approach of a last economic CCS equal to
5 five; and similarly, if you go to Section 2.4.8,
6 and we get into the different utilizations to
7 either disconnect trunks or to add trunk, the
8 different utilization levels. I would say those
9 different requirements or clauses, all those really
10 get at when you add trunks, or when you delete
11 trunks, how you design and size trunks.

12 MR. MONROE: I would agree with you as to
13 your answer, but my question was where in your
14 language, if anywhere, do you address facility
15 augmentation. I'm not talking about trunk
16 augmentation.

17 MR. ALBERT: You got to have the
18 facilities to add the trunks.

19 MR. MONROE: I can't agree with you more.
20 Is there anywhere in your language where you
21 specifically talk about facility augmentation?

22 MR. ALBERT: I guess the way I'm reading

1 that is, in order to add the trunks at these
2 different break points you also need to have the
3 facilities available. You can't put a trunk in
4 between the two parties' networks without having
5 the facility for it to ride on.

6 MR. MONROE: So, would it be Verizon's
7 position that it would not augment facilities until
8 the time came to augment trunks; and lo and behold,
9 the facilities are inadequate to carry the
10 additional trunks?

11 MR. ALBERT: No, it's a whole lot of
12 different design and engineering approaches that we
13 use for augmenting facilities based on what
14 particular component of the network you're talking
15 about.

16 MR. MONROE: And is that discussed
17 anywhere in your contract language?

18 MR. ALBERT: No. What's discussed in here
19 is the different break points for really having to
20 add trunks. In order to add the trunks you need to
21 have the facilities available to put them on.

22 MR. MONROE: But you're not proposing any

1 standards, mechanisms, triggers, processes, or
2 anything dealing with the facility augmentation?

3 MR. ALBERT: Well, I think we have in a
4 number of perspectives. We haven't gotten to a
5 sub, sub, sub, subgranular level to spell it out as
6 its individual component, but by virtue of
7 including the design points where trunks would be
8 added or trunks would be disconnected, as well as
9 having operational performance standards and
10 penalties that kick in when we don't meet them, I
11 think--I mean, as a result of adhering to all that,
12 we've got to have facilities that we add for
13 transport at appropriate points in time to be able
14 to fulfill all those other obligations.

15 MR. MONROE: Well, is there any contract
16 provision you're proposing that would address the
17 topic of augmenting facilities before you get to
18 the topic of augmenting trunks?

19 MR. ALBERT: No, and that's because
20 there's a vast number of different components that
21 you put together in order to build IOF facilities.
22 Within our own network we relieve those and provide

1 additional capacity differently at different points
2 in time, based on the particular component. The
3 concept that there is a singular thing called an
4 IOF facility is really a misnomer because that's
5 made up of different items of electronics,
6 transport, primarily fiber optics, the conduit the
7 facilities have to go through, the digital
8 cross-connect machines the circuits pass through.
9 There are all these different piece parts that in
10 order to build a transport facility end-to-end, all
11 of those piece parts have to be placed in
12 sufficient capacity, and they run out at different
13 points in time, and the process to provide relief
14 sufficiently in advance of that individual
15 component running out is something that we do
16 normal business as usual.

17 MR. MONROE: Well, WorldCom proposed
18 specific language dealing with facility
19 augmentation, and your testimony discusses it
20 somewhat, and what I would like to find out is, do
21 you object to having language in the contract
22 discussing facility augmentation, or do you just

1 have criticism of the particular language that
2 WorldCom proposed?

3 MR. ALBERT: Both. All of the above.

4 MR. MONROE: Let's start with the first
5 one. Why do you object to addressing in the
6 Interconnection Agreement the topic of facility
7 augmentation?

8 MR. ALBERT: I guess because I think we
9 already have it contractually covered. We already
10 have the overall topic contractually covered as a
11 result of the performance standards, and the
12 operational standards, and the resulting penalties
13 that kick in when we don't deliver on those.

14 To me, that's the big picture item that
15 makes us comply with the whole number of subpieces.
16 I think it's contractual overkill to then get into
17 specifying a number of different precise individual
18 components that are required in order for us to
19 meet those broader obligations that we've already
20 committed to.

21 MS. CARPINO: Well, Mr. Albert, are those
22 performance plans and penalties in place in

1 Virginia today?

2 MR. ALBERT: I'm not sure to what degree.
3 I know we've got that as part of this proceeding,
4 to set those. I know we've got other FCC
5 requirements from the merger, and so there is some
6 stuff that falls over onto Virginia currently. I'm
7 just not sure the extent of all the measures, but
8 then there will also, I'm assuming as a result of
9 this proceeding and as a result of this contract,
10 there will be a new set and an additional wave of
11 ones that we'll have on top of that.

12 MS. CARPINO: Mr. Monroe.

13 MR. MONROE: So, you're not proposing any
14 specific language dealing with facility
15 augmentation, but you believe it would be
16 contractual overkill to include the seven sentences
17 that WorldCom is proposing?

18 MR. ALBERT: Yeah, because I believe they
19 are basically overly broad, and I can't live with a
20 contract that's so overly broad that I know I can't
21 deliver on it.

22 I guess in particular--let me find it

1 here. Let me find the proposed language.

2 MR. MONROE: The WorldCom language could
3 be found in the DPL starting on page 116.

4 MR. ALBERT: Yes, that's what I have gone
5 through and marked up.

6 It's this bit about providing relief when
7 the overall system facility is at 50 percent. Now,
8 to me, that is extremely overly broad and vague, in
9 that there are a number of different components, as
10 I was describing earlier, that we need to provide
11 capacity relief for, and to have in place
12 sufficiently in advance that in total make up what
13 you might broadly refer to as this overall system
14 facility.

15 So, I mean, this is something I can't
16 deliver on. I mean, I can't--if this was in a
17 contract and if I was on the hook to do this, I
18 wouldn't know how to even be able to make good on a
19 commitment of that nature.

20 The other difficulties I've got with the
21 language that's been proposed is there is also this
22 1.1.6.3, which is on page 117 of the joint position

1 statement.

2 And in there down at the end there is a
3 phrase that says: "MCIm will determine the
4 appropriate sizing for facilities based on the
5 standards. Now, that's another thing that either
6 we can't agree to or deliver on.

7 The thing that we can do, and what we
8 currently do with all carriers today, is for
9 interconnection, of which there are a number of
10 different ways that you can interconnect, and each
11 of those have varying pieces that are provided by
12 the different parties in various ways, but the way
13 it works today is for interconnection, if the
14 equipment is owned by Verizon, Verizon is
15 responsible to determine how big to make it, and
16 Verizon is responsible to have enough of it there
17 in advance in order to meet service demands.

18 And similarly, if there is equipment in
19 the overall interconnection that the CLEC owns,
20 then the CLEC is responsible to determine how big
21 to make that, and is responsible to have sufficient
22 capacity in place to be able to meet the service

1 interconnection, some of those will provide
2 capacity for greater than two years and some of
3 them will provide capacity for less than two years,
4 and having a broad sweeping overall requirement of
5 this nature that applies to all of them, in
6 essence, the net effect of all this is this
7 translates into us having to provide a
8 significantly better grade of service for
9 interconnection to WorldCom than what we currently
10 provide for ourselves and what we currently provide
11 for our other CLECs. And in my opinion, it, as a
12 result of that better grade of service, would
13 significantly add costs to the overall arrangement,
14 as well as you can say that's synonymous with being
15 know efficient.

16 MR. MONROE: Thank you. I will get to
17 those specific issues you raise in a minute, but
18 first I want to address your initial comment that
19 the WorldCom language is too broad.

20 Is it the case, then, that Verizon
21 proposes no language and WorldCom proposes some
22 language, but it's too broad, does that mean that

1 you would be in agreement to having some narrower
2 language?

3 MR. ALBERT: No. What I said before is we
4 have already agreed at an umbrella level to being
5 on the hook for performance standards that would
6 relate to trunk provisioning, and then if we don't
7 meet them, we are in the pay money mode, and to
8 basically comply with those, we have to have
9 sufficient capacity in place to meet the service
10 demands.

11 So, I think it's unnecessary to drill down
12 with some microscope further below that, to then
13 peel out individual pieces that by default of
14 meeting the overall you've got to meet those pieces
15 anyhow.

16 MR. MONROE: When Ms. Carpino asked you a
17 minute ago if those performance provisions were in
18 place in Virginia, did you say that they were not?

19 MR. ALBERT: I wasn't absolutely sure what
20 ones are in place. I know there are some
21 commitments that we made as part of the Bell
22 Atlantic and NYNEX merger. I know the commitments

1 that we made with the FCC as part of the GTE
2 merger. I know those involve measurements in
3 standards and self-executing performance penalties.
4 Those things exist in some nature today, and I'm
5 not just all that familiar with particulars of each
6 of them.

7 But in addition to that, it's also my
8 understanding as part of this proceeding, this
9 issue is being dealt with, so that in connection
10 with this Interconnection Agreement, there will
11 resultingly be a freshly worked wave of performance
12 standards and self-executing remedies and penalties
13 that go along with it.

14 MR. MONROE: And I don't want to get too
15 far afield, but isn't it true that Verizon's
16 position on that issue is that there is no
17 jurisdiction to order those?

18 MR. ALBERT: I don't know. Do you got a
19 legal position?

20 MR. DYGERT: We could take notice of what
21 Verizon's position is on this.

22 MR. MONROE: So, you don't know to what

1 extent the performance provisions are in place, and
2 I guess none of us know what will ultimately be
3 ordered on that, yet, you want to rely on that as
4 the sole driver in facility augmentation because
5 you don't want to have narrow or broad language; is
6 that correct?

7 MR. EDWARDS: Let me object again. This
8 is continuing a pattern of restating testimony and
9 misstating it when it's been restated. And it's
10 gone on through the last set of questions, and it's
11 continuing to here, and I just have a continuing
12 objection to restating testimony back and not
13 stating it accurately.

14 MR. DYGERT: I think we understand the
15 import of Mr. Albert's answers to your last
16 questions, Mr. Monroe. If you have another
17 question, go ahead.

18 MR. MONROE: Thank you, Mr. Dygert.

19 Now, as to the particular items you
20 mentioned in the WorldCom proposed language, you
21 said that two years capacity was too much, and that
22 that would create a higher grade of service for

1 WorldCom than for yourselves or for others; is that
2 correct?

3 MR. ALBERT: No. I said in some cases,
4 the clause talks about two years is too much.
5 There are other components of transport, components
6 of the network where when we do provide relief, we
7 provide more than two years' worth. But it's the
8 combination of this two-year requirement working
9 with 50 percent. Relieving and providing more
10 capacity at 50 percent in all cases, every single
11 component you would be talking about, that is
12 significantly better than what we currently do
13 within our own network and what we currently do
14 with CLECs.

15 So, the 50 percent is always significantly
16 better. The two years would sometimes be and
17 sometimes not be, depending on the particular
18 component.

19 I guess what's important is the way the
20 WorldCom language is proposed, it's written as if
21 the facilities we are talking about are strictly
22 and uniquely dedicated to WorldCom. And when we

1 are dealing with interconnection, that's usually
2 not the case. There may be a portion of a facility
3 or a circuit that due to the way it's configured,
4 that it strictly serves WorldCom and WorldCom only,
5 but the rest of the circuits or the rest of the
6 pieces of the circuits, we are talking about shared
7 network equipment of Verizon, which is providing
8 service not only to WorldCom, but also to
9 interexchange carriers and our own end users and
10 you name it.

11 If you've got the interoffice facilities
12 that you would construct in order to provide the
13 transport to take a trunk from WorldCom's pop and
14 to transport that circuit all the way to a Verizon
15 end office, in a number of cases at somewhere at
16 some point that's going to be hitting Verizon's
17 shared transport network where you would have this
18 case of what you have described as being an overall
19 system facility, in fact, is not a singular thing,
20 but it's common network equipment that we are using
21 to provide service to a number of different users
22 and a number of different customers in a number of

1 different ways.

2 MR. MONROE: Do you understand that
3 WorldCom's position in contract language is dealing
4 only with the facilities between the two companies?

5 MR. ALBERT: That's not clear at all.
6 Because when I read it about the overall system
7 facility, it's not clear. That's too broad. That
8 language is too broad.

9 MR. MONROE: Well, if it were clear that
10 we were only talking about the interconnection
11 facilities between the two companies, would that
12 make a difference?

13 MR. ALBERT: I still believe a fair and
14 appropriate way to size and to add capacity is to
15 have Verizon responsible for sizing and adding the
16 capacity of the equipment that we own so that we
17 are engineering and designing what we own and what
18 we provide; and similarly, the CLEC should be
19 responsible for designing and providing what they
20 own.

21 And to me that's the way to operate. To
22 me, that's sufficient to have in an agreement.

1 MR. MONROE: My question was, would it
2 make a difference if you understood that we were
3 only talking about the facilities between the two
4 companies, and I'm not sure if that was a yes or
5 no. I think maybe it was no.

6 MR. ALBERT: That's, unto itself, still
7 wouldn't help me because you're still with that
8 phrase not uniquely identifying what type of a
9 transport facility and how is it provided and how
10 much of it is dedicated and who owns the pieces.
11 So, even with the way you phrased it, for me to be
12 able to make a contractual commitment and deliver
13 on it, I can't with those words.

14 MR. MONROE: Well, if it were only the
15 facilities between the two companies, then we would
16 know that it was 100 percent dedicated, wouldn't
17 we?

18 MR. ALBERT: No, because that's not a
19 good, precise contractual engineering way to
20 describe something when you kind of broadly refer
21 to it as the facilities between two companies
22 because, as I was saying before, depending on the

1 type of facility and how it's provisioned and where
2 it is, that could still encompass transport
3 facilities that are provided using a significant
4 amount of common, shared transport equipment in
5 Verizon's network.

6 MR. MONROE: You give a specific example
7 on page eight of Verizon Exhibit 9 of an instance
8 when WorldCom's language were applied, a fiber
9 system that had reached 50 percent of capacity
10 would require the installation of new fiber, even
11 though the system capacity could be expanded by
12 changing the electronics; is that correct? In
13 particular, I'm looking at lines nine through 19.

14 MR. ALBERT: That's generally what this is
15 talking about.

16 MR. MONROE: Isn't the point that you're
17 making there that WorldCom would require Verizon to
18 put new fiber in the ground when the same result
19 could have been accomplished by changing
20 electronics?

21 MR. ALBERT: In this particular example,
22 that's correct.

1 MR. MONROE: Can you explain to me how
2 WorldCom's language would require the fiber
3 installation as opposed to the electronics
4 changeout?

5 MR. ALBERT: Because the way it's worded,
6 when--these are the words that just give me
7 absolute heartburn. It's the ones that come back
8 and say, and this is a quote, when the overall
9 system facility is at 50 percent. That does not
10 describe which are all the many different piece
11 parts. In order for me to deliver on that in the
12 contract, all I can assume is that I've got to have
13 every single piece part meet that 50 percent.

14 In the--to make it even worse, in the
15 joint position statement, I think you all give like
16 an example of a case where you were looking--this
17 is on page 119--where you were looking for
18 facilities and you say that we ran out of stuff and
19 caused problems and we didn't have it there.

20 But in that situation, what you're talking
21 about is the case where we ran out of conduit.

22 Now, to me that's even more extreme and